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Attorneys for Plaintiff  
**TRANSAMERICA CORPORATION**

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

**TRANSAMERICA CORPORATION, a**  
Delaware corporation,

Plaintiff,

vs.

**COMPANA, LLC, a Wyoming limited liability**  
company, a/k/a **MONDOVA LIMITED**  
**COMPANY, a Wyoming limited liability**  
company; and **MANILA INDUSTRIES, INC.,**  
a California corporation,

Defendants.

Case No.: C-5-00549-MJJ

**Granted**  
**STIPULATED FINAL ORDER**  
**AND PERMANENT**  
**INJUNCTION**

The parties, by their signatures below, having reached a settlement of their claims; the  
disputed Internet domain names TRANSAMERICAFUND.COM and  
TRANSAMERICAWORKSITEMARKETING.COM having been transferred to Plaintiff; and  
the Defendants, without admitting the allegations in Plaintiff's amended complaint, having

1 agreed to these provisions in the interest of a speedy conclusion to this matter, it is hereby

2 ORDERED as follows:

3 (1) Defendants and their agents, employees, officers and directors, attorneys and  
4 distributors, and all persons acting by, under, or in concert with them or with any of them,  
5 including but not limited to the named Defendants, are hereby permanently enjoined from:

6 (a) registering or acquiring any interest, whether as registrar or registrant, in  
7 any Internet domain name that contains the term "TRANSAMERICA," "TRANS-  
8 AMERICA," "TRANSAMERICAN," "TRANS-AMERICAN," or other Internet domain  
9 name containing a term substantially identical to "TRANSAMERICA," *provided that*  
10 Defendants shall have a cure period of thirty (30) days, as set forth more specifically  
11 below, to rectify any inadvertent violation of this Order;

12 (b) infringing Plaintiff's federally registered and common law  
13 "TRANSAMERICA" name and service mark, including all written and spoken terms  
14 equivalent or confusingly similar thereto, including but not necessarily limited to  
15 TRANSAMERICAFUND.COM and  
16 TRANSAMERICAWORKSITEMARKETING.COM;

17 (c) using the Plaintiff's "TRANSAMERICA" name and service mark, or any  
18 name or mark reminiscent of or confusingly similar thereto, including but not necessarily  
19 limited to TRANSAMERICAFUND.COM or  
20 TRANSAMERICAWORKSITEMARKETING.COM, for any product or service, or in  
21 any letterhead, sign, advertising or promotion, e-mail or other sales solicitation or  
22 business listing, either in print, broadcast, electronic or other form, either separately or  
23 compositely with other words, as a trademark, service mark or trade name;

24 (d) using Plaintiff's "TRANSAMERICA" name and service mark, or any  
25 name or mark confusingly similar thereto, including but not necessarily limited to  
26

1 TRANSAMERICAFUND.COM or

2 TRANSAMERICAWORKSITEMARKETING.COM, as a corporate and/or trade name  
3 or portion thereof;

4 (e) making representations, directly or indirectly, to anyone, anywhere, by any  
5 means, that Defendants are related, associated or affiliated in any way with Plaintiff or its  
6 subsidiaries or their business operations;

7 (f) in any manner imitating Plaintiff's "TRANSAMERICA" name and service  
8 mark, or any name or mark similar thereto, for the purpose of acquiring the trade and  
9 goodwill of Plaintiff and/or its subsidiaries by association, imitation, fraud, mistake or  
10 deception; and

11 (g) unfairly competing with Plaintiff in any manner.

12 (2) By their signatures below, Defendants represent that they no longer own or  
13 control, or have any interest in, whether as a registrant or registrar, any Internet domain name  
14 containing the term "TRANSAMERICA," "TRANS-AMERICA," "TRANSAMERICAN,"  
15 "TRANS-AMERICAN," or other Internet domain name containing a term substantially identical  
16 to "TRANSAMERICA."

17 (3) In the event that either Defendant, or other person acting under the control or  
18 direction of either Defendant, shall in the future, in the capacity as a registrar or registrant,  
19 inadvertently register, or acquire any interest in, any Internet domain name containing the term  
20 "TRANSAMERICA," "TRANS-AMERICA," "TRANSAMERICAN," "TRANS-AMERICAN,"  
21 or other Internet domain name containing a term substantially identical to "TRANSAMERICA,"  
22 then such Defendant, upon written notice and demand by Plaintiff, shall have a period of thirty  
23 (30) days, following notice and demand by Plaintiff, in which to effectuate a transfer of such  
24 Internet domain name to Plaintiff in cooperation with a domain name registration services  
25 provider of Plaintiff's choice.  
26  
27  
28

(4) The provisions of this Order shall apply to Defendants equally, regardless of whether they are acting as the “registrar” or the “registrant” of a particular Internet domain name, provided that Defendants effectively control the registration of that domain name. However, if either Defendant, or other person acting under the control or direction of either Defendant, shall in the future inadvertently register any Internet domain name containing the term “TRANSAMERICA,” “TRANS-AMERICA,” “TRANSAMERICAN,” “TRANS-AMERICAN,” or other Internet domain name containing a term substantially identical to “TRANSAMERICA,” on behalf of an unrelated third party who possesses a colorable right or interest in such domain name, then Defendants, upon written notice and demand by Plaintiff, shall have a period of thirty (30) days in which to terminate, relinquish, transfer or assign all interest in, and involvement with, such domain name in favor of an Internet domain name registration service provider that is acceptable to Plaintiff, whereafter Plaintiff shall be free to present any claims it may have directly to such third party.

(5) The thirty-day periods referenced in Paragraphs 3 and 4 above shall be extended as appropriate by any period of time in which Plaintiff fails to communicate and cooperate as necessary to effectuate such transfer.

(6) In recognition of the possibility that one or both Defendants may inadvertently acquire an interest in an Internet domain name containing the term “TRANSAMERICA,” “TRANS-AMERICA,” “TRANSAMERICAN,” “TRANS-AMERICAN,” or other Internet domain name containing a term substantially identical to “TRANSAMERICA,” in respect to which an unrelated third party holds a colorable or asserted interest, and in recognition that this Order may require either or both Defendants to terminate, relinquish, transfer or assign all interest in, and involvement with, such domain name against the wishes of such unrelated third party, Plaintiff shall indemnify and hold Defendants harmless for any losses suffered by them at the behest of an unrelated third party as a result of their compliance with this Order, *provided that*

1 Plaintiff is apprised in advance of any actions taken by Defendants that could reasonably be  
 2 expected to interfere with the rights of any unrelated third party, *and provided further* that  
 3 Plaintiff is provided a reasonable opportunity to prevent or mitigate any damages to an unrelated  
 4 third party prior to any action taken by Defendants pursuant to this Order.

5 (7) In the future, Defendants shall be liable to Plaintiff for liquidated damages in the  
 6 amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) in respect to each and any  
 7 Internet domain name that is registered by Defendants in violation of this Order, provided that  
 8 Defendants shall have a period of thirty (30) days to cure such violation as set forth above.

9 (8) All notices required under this Order must be in writing, must reference this Order  
 10 and will be deemed given: (a) when sent by facsimile with confirmation page; or (b) five business  
 11 days after having been sent by registered or certified mail, return receipt requested, postage  
 12 prepaid; or (c) one working day after delivery to a commercial overnight carrier, with written  
 13 verification of receipt. All communications shall be sent to the contact information set forth  
 14 below or to such other contact information as may be designated by a party by giving written  
 15 notice to the other parties pursuant to this Order:  
 16  
 17

18 **To Transamerica:**

19 Transamerica Corporation  
 20 c/o Mr. Steven D. Weinberg  
 21 Transamerica corporation  
 22 Assistant Corporate Secretary  
 23 1150 S. Olive Street, Suite T-2100  
 24 Los Angeles, CA 90011-2211  
 25 Tel. (213) 742-4695  
 26 Fax: (213) 763-9992

27 With a copy to:

28 Bruce A. McDonald, Esq.  
**SCHNADER HARRISON**  
**SEGAL & LEWIS LLP**  
 2001 Pennsylvania Ave., N.W., Suite 300  
 Washington, D.C. 20006  
 Tel. (202) 419-4235  
 Fax (202) 419-3454  
 bmcdonald@schnader.com

**To Compana:**

Compana, LLC  
 c/o Mr. Jeff Baron, President  
 P.O. Box 111501  
 2030 Jackson Street  
 Carrollton, TX 75011-1501

With a copy to:

Gregory H. Guillot, Esq.  
**GREGORY H. GUILLOT, PC**  
 TwoGalleriaTowerCenter  
 13455 NoelRoad, Suite1000  
 Dallas, TX 75240  
 Tel: (972) 774-4560  
 Fax: (214) 515-0411  
 ggmark@radix.net

**To Manila Industries, Inc.:**

c/o Munish Krishan, President  
22312 Eagle Ridge  
Mission Viejo, CA 92692

With a copy to:

Rajiv Jain, Esq.  
30481 Marbella Vista  
San Juan Capistrano, CA 92675

(9) Except as otherwise agreed to by the parties, each party shall bear its own costs and fees in this action.

(10) If, in the future, Plaintiff shall be required to institute any court action to enforce the terms of this Order in the future, and if such action shall be resolved successfully to Plaintiff, then Defendants shall compensate Plaintiff for all costs and fees incurred by Plaintiff in preparation and prosecution of such action.

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(11) Nothing in this Order shall be construed as an admission of liability, or of any allegation in Plaintiff's amended complaint, by either Defendant.

9/6/2005

*Martin J. Jenkins*

Date

UNITED STATES DISTRICT JUDGE

SEEN AND AGREED:

**TRANSAMERICA CORPORATION**

**COMPANA, LLC**

By:

*Bruce A. McDonald*  
Stephen H. Dye (CA Bar # 104385)  
Paul N. Tauger (CA Bar # 160552)  
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By:

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**MANILA INDUSTRIES, INC.**

By:

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